

FILED

08 APR 16 PM 3:42

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

1 DALE A. AMATO, ESQ. (SBN 137965)  
2 BERGER KAHN  
3 A Law Corporation  
4 10085 Carroll Canyon Road, Suite 210  
5 San Diego, CA 92131-1027  
6 Tel: (858) 547-0075 • Fax: (858) 547-0175

7 Attorneys for Defendant LIBERTY MUTUAL FIRE INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10 '08 CV 0696 JM AJB

11 ASIA AWAD,

CASE NO.:

12 Plaintiff,

SDSC Case No. 37-2008-00062594-CU-IC-EC

13 v.

14 **CERTIFICATE OF INTERESTED  
15 PARTIES**

16 LIBERTY MUTUAL FIRE  
17 INSURANCE COMPANY, RAAD  
18 KHALAF and DOES 1 – 30, inclusive,  
19 Defendants.

Complaint Filed: 3/12/08

20 TO THE COURT AND TO THE PLAINTIFF AND HER ATTORNEYS OF  
21 RECORD HEREIN:

22 PLEASE TAKE NOTICE that the undersigned, legal counsel of record for  
23 Defendant Liberty Mutual Fire Insurance Company ("LMFIC"), certifies that the  
24 following listed parties have a direct, pecuniary interest in the outcome of this case.  
25 These representations are made to enable the court to evaluate possible disqualification or  
26 recusal:  
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CR

BERGER KAHN  
A Law Corporation  
10085 Caroll Canyon Road, Suite 210  
San Diego, CA 92131

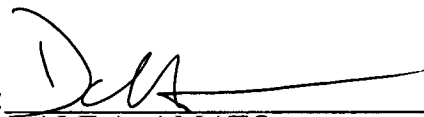
1           1.       While the Complaint does not allege the citizenship of the Plaintiff, LMFIC  
2 is informed and believes that the Plaintiff was, at the time of the filing of this action, and  
3 still are, residents and citizens of the State of California.

4           2.       Defendant LMFIC was, at the time of the filing of this action, and still is,  
5 an Wisconsin corporation incorporated under the laws of the State of Wisconsin.  
6 Defendant LMFIC's principal place of business is located in Massachusetts.

7           3.       While the complaint does not alleges KHALIF's citizenship, LMFIC is  
8 informed and believes and thereon alleges that KHALIF was, at the time the complaint  
9 was filed, as still is a citizen of the State of California for diversity purposes. However,  
10 KHALAF was not a contracting party to the relevant insurance policy. In addition,  
11 Plaintiff's negligence claim against KHALAF is untenable as a matter of law. Thus,  
12 LMFIC has filed contemporaneously with this Petition for Removal, a Motion to Drop  
13 KHALAF from this action, pursuant to F.R.C.P. Rule 21, as he is a sham defendant  
14 intended to defeat this court's jurisdiction.

15 DATED: April 16, 2008

BERGER KAHN  
A Law Corporation

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18 By:   
19 DALE A. AMATO  
20 Attorneys for LIBERTY MUTUAL  
21 FIRE INSURANCE COMPANY  
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